APPENDIX A APPLICATION FORMS

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State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATION Division of Off-Highway Motor Vehicle Recreation (OHV Form A)

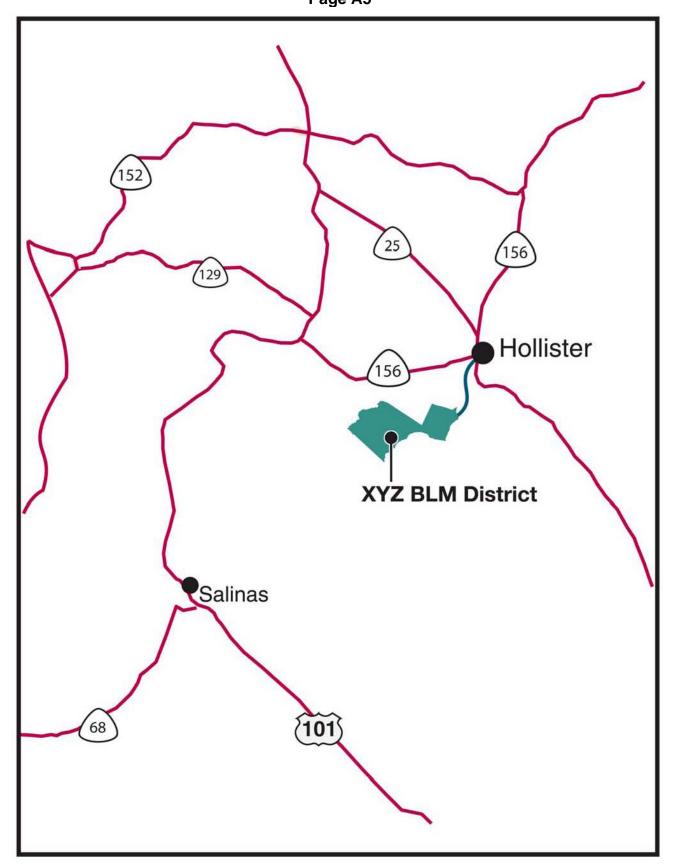
APPLICATION FOR STATE OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR)

LOCAL ASSISTA (State's Use On		OR COOPERA UMBER: OR	_	EME	ENTS PROG	RAM	Application Year:
. Applicant:							
Address:							
2. City:	County:		State:			Zip:	
. California State Senate District:	California Stat District:	e Assembly	United States District:	Con	ngressional		
. GRANT OR PROJECT AG	GREEMENT TYPI	E(S): (Select one	or more)				
Acquisition		Facilities Op			Restoration and	l/or Repair	
Conservation		Law Enforce	` '		Scientific Rese	arch	
Development		OHV Safety a	and/or		Trail Maintenance,		
Equipment							
	\$	REQU (For all Pro Note: Minimum of \$5 ty	/pe		_		
		,	<u>e nearest \$1,000</u>	•/			
5. APPLICANT'S AUTHOR Authorized Representative:	RIZED REPRESEI	NTATIVE AND CO	NTACT PERSON Project Ad				
Authorized Representative.			Project Ad	111111111	Siraior.		
Title:			Title:				
Telephone:			•	Telephone:			
Fax:			Fax:				
E-mail:			E-mail:				
6. AUTHORIZING SIGNAT Under penalty of perjury, I could that the project(s) proposed the applicant to the contract verify the accuracy of the inf	ertify that all state in this application ual terms of this a	is/are consistent w pplication. I authori	rith applicable pla ze representative	nnin	g documents. I	am the auth	orized to obligate
X							
SIGNED			DATE				

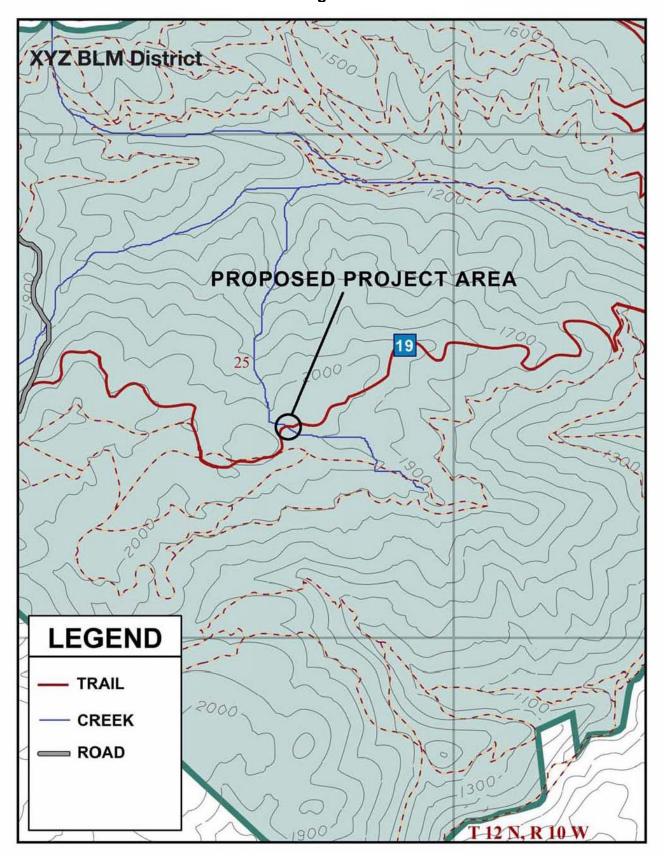
MAP OF CALIFORNIA Page A4



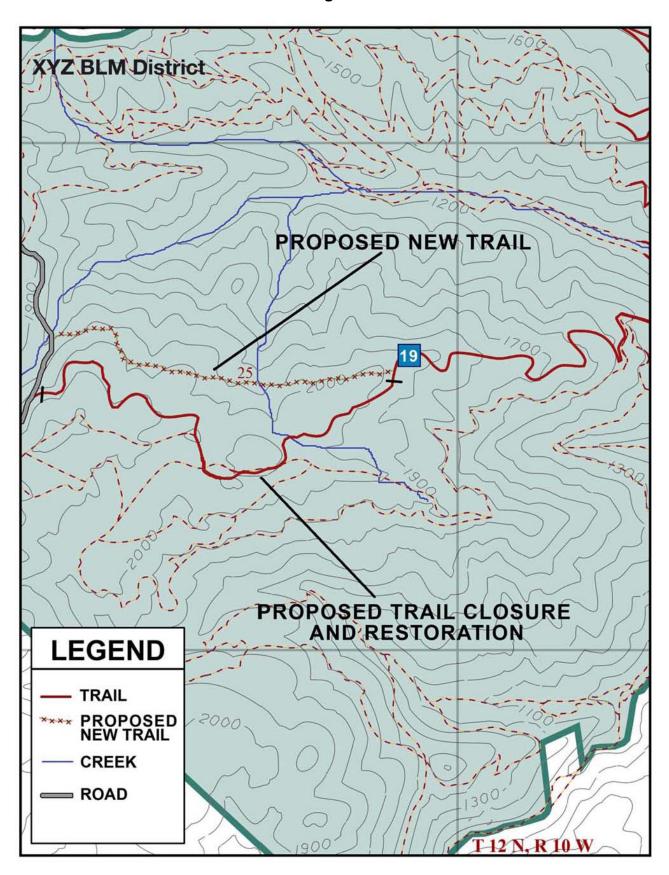
GENERAL VICINITY MAPPage A5



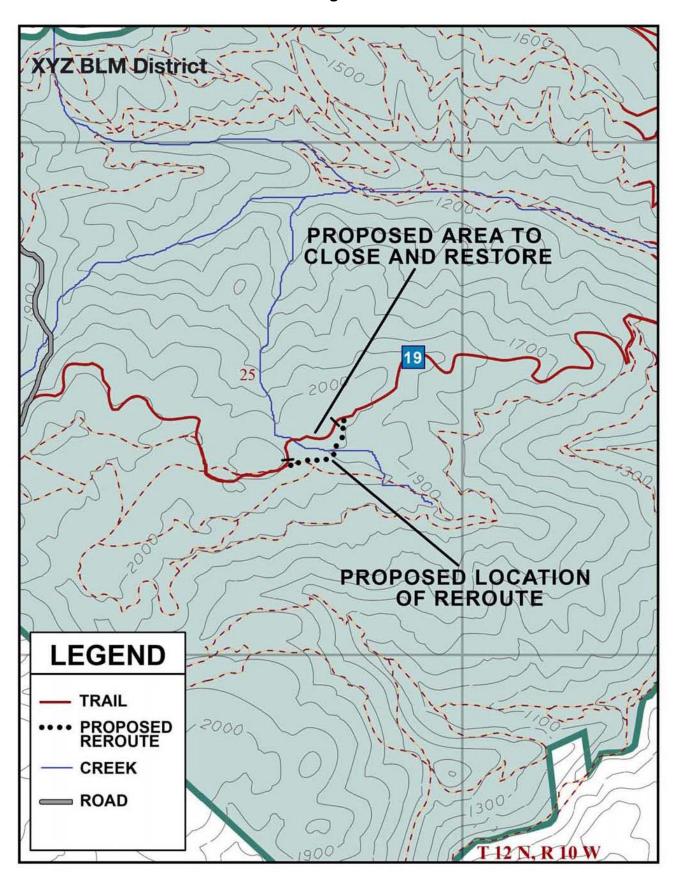
PROJECT SPECIFIC MAP (EXAMPLE A) Page A6



PROJECT SPECIFIC MAP (EXAMPLE B) Page A7

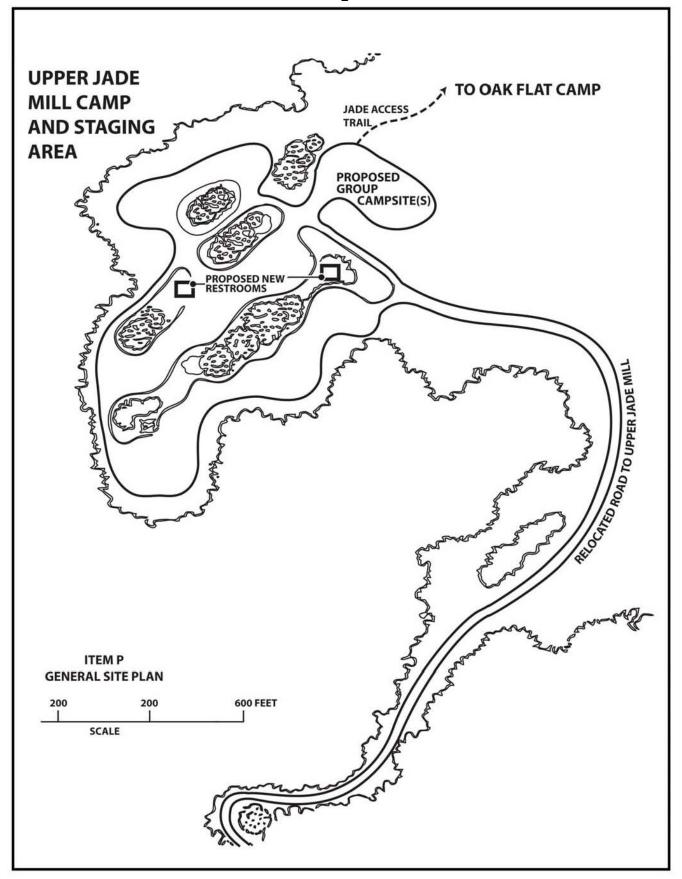


PROJECT SPECIFIC MAP (EXAMPLE C) Page A8



GENERAL SITE PLAN (EXAMPLE)

Page A9



APPLICATION SUMMARY SHEET OHMVR Local Assistance Grants or Cooperative Agreements (OHV Form H)

Applicant: ABC National Forest (NF)

	ADO NACIONALI C	FUNDING CATEGORIES										
(A)		CESA										
PROJECT TITLE	CONSERVATION (C) ENFORCEMENT		(D) RESTORATION	(E) NONCESA	(F) SUBTOTAL	(G) ADMIN	(H) TOTAL					
Subtotal												
(This amou	APPLICA nt must match		RY SHEET TO al amount requ									

⁽ROUND TO NEAREST \$1,000); (e.g., \$1–\$499 round down; \$500–\$999 round up)

*Applicants may request administrative costs, not to exceed 10% of the total project(s) requested. If claiming administrative costs, the percentage claiming shall be noted in the % box entitled "(G) Admin" above. The total amount of administrative costs requested shall be identified in column (G) above by project type.

PROJECT COSTS/DELIVERABLES (PC/D) Page___ of___

		(57111.0							
APPLICANT:		GEOGRAPHIC AREA:							
Application Title:									
		I	I	, ,					
General Funding Category	Qty**	Unit	Unit	Subtotal	Match*	Grant			
CERN (Mark one) (see below)			Cost						
, , , , ,			l	<u>'</u>					
Activities:									
0. (
Staff:		T							
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			Total						
Contracts:									
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			Total						
Materials/Supplies:					-				
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			Total	, , , , , , , , , , , , , , , , , , ,	*				
Vehicle Maintenance/FOR:					L				
vernicle Manitenance/i Oit.			\$	\$	\$	¢			
			\$	\$	\$	\$ \$			
			\$	\$	\$	<u> </u>			
			Total	Ψ	Ψ	Ψ			
Equipment:			Total						
<u> счиринент.</u>	1		\$	\$	\$	c			
			\$	\$	\$	\$ \$			
			\$	\$	\$	\$			
			Total	Ψ	Ψ	Ψ			
011			I Otal						
Other:		T		· • ·					
			\$	\$	\$	\$			
			\$	\$	\$	\$			
			Total						
(DC	O NOT RO	UND) For	m Total	\$	\$	\$			
Funding Categories	* If an	agency r	eauestina	a cooperative	e agreement w	ants to			
· · · · · · · · · · · · · · · · · · ·				contributions					
C = Conservation				ntributions"					
E = Enforcement	_								
R = Restoration									
N = (non-CESA)									
** Quantity and Unit: Enter the quantity	ordered a	nd approp	riate unit o	f measure for ea	ach items (e.g.,	ea=each, pk =			
package, & bx = box)									
Applicants may request administrative	costs, not	to exceed	10% of the	total project(s)	requested.				
If administrative costs are requested, p									

ENVIRONMENTAL REVIEW DATA SHEET CEQA CATEGORICAL EXEMPTION EXCEPTIONS

(For <u>all</u> project types <u>except</u> restoration projects)

(OHV Form J)

- Item 1: Has a CEQA Notice of Determination (NOD) been filed for this project?
 - If yes, stop here. There is no need to fill out the questions listed below.
 - If no NOD has been filed, proceed to question 2.
- **Item 2:** If applicable, provide an explanation of the reason the proposed activities are not considered "a project" under Section 15378 of CEQA.
 - If your proposed activities are not a project, you do not have to answer Items 3-8.

Note: Provide an explanation for answers to Items 3-8. Simple "yes" or "no" responses without explanation shall not be accepted. For items 3-8, you may also list an Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs) that will avoid adverse effects from your activities.

- **Item 3:** Provide an evaluation of the impact of this project on wetlands, navigable waters, and sensitive habitats (including threatened and endangered species).
- **Item 4:** Provide the existing or potential cumulative impact, if any, of this project or others that have been conducted in the same place over several years. Refer to the cumulative effects discussion in the environmental impact statement or land management plan as appropriate.
- **Item 5:** Provide a discussion of the possibility that the proposed activities will have a significant effect on the environment due to unusual circumstances such as steep slopes or highly erodable soils.
- **Item 6:** Provide a discussion of the potential damage to scenic resources within the view shed of a highway officially designated as a state scenic highway.
- Item 7: Disclose whether the proposed project area has been listed as producing hazardous materials. Refer to the Cortese List to conclude that the project will not affect either existing hazardous materials sites or cause hazards:

 http://www.dtsc.ca.gov/database/Calsites/Cortese List.cfm
- **Item 8:** Describe the potential for any substantially adverse changes in the significance of historical or cultural resources.

RESTORATION ENVIRONMENTAL REVIEW DATA SHEET (OHV Form K)

The following information is to be provided for <u>all</u> restoration project application. All applicants that are relying on completed CEQA documentation must answer the questions below in summary form from those documents and shall also list the page number they are summarizing from. In addition, all such applicants relying on a Categorical Exemption (CE)/Notice of Exemption (NOE) shall submit responses to the questions required in this section of the Application Instructions, as listed below. Note: a separate Restoration Environmental Review Data Sheet must be completed for each restoration project.

Provide written detail for the numbered items applicable to your project. If the information is already provided in your application, then either cross-reference the page number(s) or reproduce the information on this data sheet. Do not leave any blank spaces. Also note: the Restoration Environmental Review Data Sheet must contain an explanation to each item applicable to the project. Simple "yes" or "no" responses without explanation shall not be accepted.

1. Project Description. Describe:

- A. Location.
- B. Project overview. Provide a brief overview of the project.
- C. Project purpose. Address all that apply:
 - 1. Restore closed roads or trails.
 - 2. Repair damage caused by off trail use such as hill climbs.
 - 3. Repair erosion scars and/or control erosion, and provide protection against further
 - 4. Remove exotic pest (e.g., noxious weeds, etc.) and restore natural vegetation.
 - 5. Fencing or barriers for closure areas.
 - 6. Other (describe).
- D. Size in acres and/or length in miles.
- E. Existing conditions: Describe existing vegetative cover (e.g., grassland, shrub land, forest, etc.) and dominant species present. Also, describe any special habitats such as wetlands, streams, seeps, etc. Provide "before" photos of the site(s) to be restored.
- F. Implementation schedule (e.g., days weeks, months).

2. Activities to be Conducted.

- A. Scraping or grading. Describe what type of equipment will be used (e.g., hand tools only, bobcat SWECO tractor, etc).
- B. Planting. Describe the native vegetation and other materials that will be used (e.g., seeds, container plants, hay bales, etc.).
- C. Erosion control devices (name these, e.g., jute netting, drains, etc.)
- D. Install irrigation system (name type, and whether it is above or below ground).

- E. Use of pesticides (what types and methods?).
- F. Barriers. Describe any ground disturbing activities that might impact cultural and physical resources.
- G. Other (Describe).

3. Monitoring and Maintenance.

- A. Monitoring. Describe frequency, duration, and success criteria. Results of the monitoring will be reported to the State at the end of the project.
- B. Maintenance. Describe anticipated ongoing maintenance and law enforcement needed to protect the area restored from illegal use.
- C. Other (Describe):

4. Information the Division Needs to Complete Environmental Review of the Project.

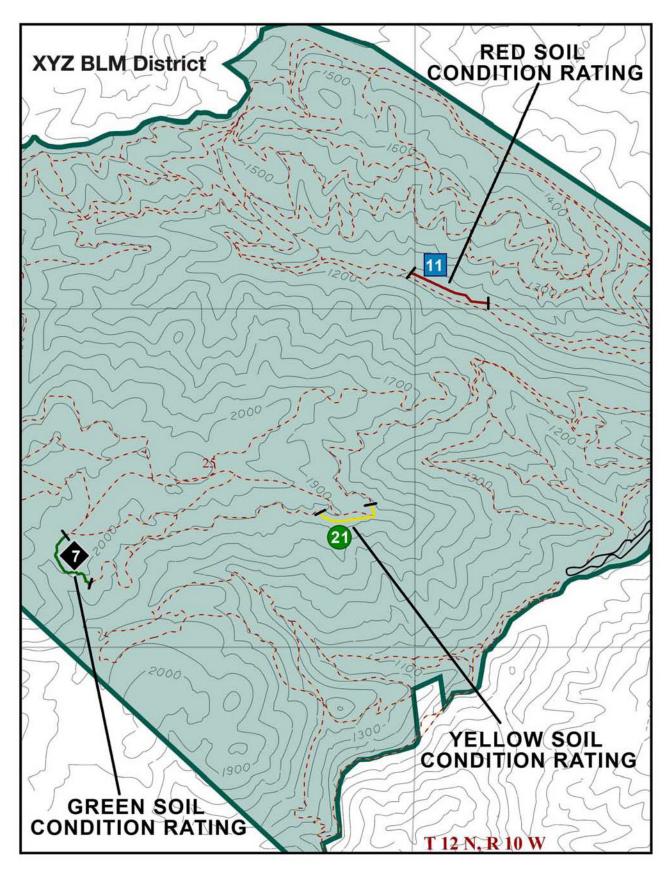
If the project would have a significant adverse effect on any of the following, explain of any adverse effects. If the project is not expected to adversely affect the following, provide an explanation to each question listed below.

- A. Wetlands, streams, or creeks, and/or threatened, endangered, or other special-status species (where is habitat located in relation to the project site? Are there any measures proposed to reduce conflicts such as Limited Operating Periods (LOP)?).
- B. Cumulative effects (e.g., will trail closure and restoration impact other trails in the area such that they will become damaged or cause more user conflicts? Will trail closure and/or restoration of an area cause user groups to go elsewhere, necessitating a need for more trails and/or open areas to be built? If so will new trails or open areas that will be built have significant environmental effects?
- C. Steep slopes, erodible soils.
- D. State Scenic Highway.
- E. Hazardous materials? Project site cannot be in a potentially hazardous materials site. Refer to the Cortese List to conclude that the project will not affect either existing hazardous materials sites or cause hazards: http://www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm
- F. Cultural and historic resources (has clearance been provided for the project site?).

Format B (OHV Form L)

Wildlife Habitat Protection Program (WHPP)/Habitat I	Management Program (HMP)
Grant Number: OR (OHMVR Division Use Countries: Applicant: Location:	Only)
Prepared by (name & title):E-mail:E	
Approved by (name & title):E-mail: Date:	
Check the appropriate project type for your application:	
☐ Conservation Projects (if limited to monitoring, surv	veys, or signing)
☐ Equipment Projects	
☐ Facilities Operations & Maintenance	
☐ OHV Safety and/or Education Program Projects	
☐ Planning Projects	
☐ Restoration Projects	
☐ Scientific Research Projects	
I certify that this project, to the best of my knowledge concern or risk factors associated with OHV recreation.	e, has no species or habitats of
Signature:	Date:

SOIL CONDITION MAP Page A15



PROJECT ACTIVITY REPORT (PAR)

-Report OHV Data For Most Recent Con	nplete Fiscal Year-	
Applicant ¹ :	Date:	
Geographic Area ² :		
Applicant's Fiscal Year:		
Beginning Month/Year	Ending Month/Year	
Previous Year's Grant: N/A		
Number	Title	
I. OHV Opportunity N/A		
1. Total Acres Of "Open" Riding Currently Available Fo		#
2. Acres of Open OHV Riding Gained Since Prior Fisca		#
3. Acres of Open OHV Riding Lost Since Prior Fiscal Y	ear	#
4. Total Miles of Routes ⁴ Currently Available For OHV F (green/red sticker and street legal vehicles)	Recreation	#
Miles Of Routes Available For ATVs		#
Miles Of Routes Available For Motorcycles		#
Miles of Routes Available for Street Legal Vehicles	S	
E. Miller (Decision) (Oll) (Decision) (Oll) (Decision)	1	1 11
5. Miles of Designated OHV Routes Lost Since Prior Fig6. Miles of Designated OHV Routes Lost Since Prior Fig		#
Explain Any Gains Or Losses Of OHV Opportunity:	Scal Teal	#
Explain 7 any Camb Cl Ecococ Cl Cliv Opportunity.		

II.	Over Snow Vehicle (OSV) Opportunity N/A						
1.	Total Acres Of "Open" Riding Currently Available for OSV Recreation	#					
2.	Acres of Open OSV Riding Gained Since Prior Fiscal Year	#					
3.	Acres of Open OSV Riding Lost Since Prior Fiscal Year	#					
4.	Total Miles of Designated OSV Routes Currently Available For OSV Recreation	#					
5.	Miles of Designated OSV Routes Gained Since Prior Fiscal Year	#					
6.	Miles of Designated OSV Routes Lost Since Prior Fiscal Year	#					
	•	·					
7.	Miles Of Marked Groomed OSV Routes	#					
8.	Miles Of Marked Un-Groomed OSV Routes	#					
9.	Potential Miles Of Un-Marked Un-Groomed OSV Routes 5	#					
III.	Conservation Activities N/A						
1.	Acres Of "Open" OHV Riding Area Maintained	#					
2.	Acres Of "Open" OHV Riding Area Temporarily Closed	#					
3.	Acres Of "Open" OHV Riding Area Opened After Conservation	#					
4.	Miles Of OHV Routes Maintained	#					
5.	Miles Of OHV Routes Temporarily Closed	#					
6.							
	•	#					
IV.	Restoration Activities N/A	#					
	Restoration Activities IV/A	#					
1.	Acres Of "Open" OHV Riding Area Restored	#					

٧.	Volunteer Information N/A		
1.	Number Of Volunteers	#	
2.	Number Of Volunteer Hours	#	
3.	Estimated Value Of Volunteer Hours In Comparable Salary ⁶	\$	
4.	Activities Performed By Volunteers?		
5.	Training Provided To Volunteers?		

VI. OHMVR Funds N/A	
1. OHMVR Funds Allocated	\$
2. OHMVR Funds Spent On Conservation	\$
OHMVR Funds Spent On Restoration	\$
4. OHMVR Funds Spent On OHV Enforcement	\$
5. OHMVR Funds Spent On OSV Enforcement	\$
6. OHMVR Funds Spent On Other OHV Activities	\$
7. OHMVR Funds Spent On Other OSV Activities	\$
Total OHMVR Funds Spent	\$
Remaining OHMVR Funds	
(Subtract Total OHMVR Funds Spent from OHMVR Funds Allocated)	•
VII. Applicant Funds N/A	1 .
Applicant Funds Spent On Conservation	\$
Applicant Funds Spent On Restoration	\$
3. Applicant Funds Spent On OHV Enforcement	\$
4. Applicant Funds Spent On OSV Enforcement	\$
5. Applicant Funds Spent On Other OHV Activities	\$
6. Applicant Funds Spent On Other OSV Activities	\$
Total Applicant Funds	\$
VIII. Other Funds N/A	
Other Funds Spent On Conservation	\$
2. Other Funds Spent On Restoration	\$
3. Other Funds Spent On OHV Enforcement	\$
4. Other Funds Spent On OSV Enforcement	\$
5. Other Funds Spent On Other OHV Activities	\$
6. Other Funds Spent On Other OSV Activities	\$
Total Other Funds	\$
IX. OHV Visitor Information	
1. Number Of Visitor Days ⁷	#
2. Number Of Visitor Contacts ⁸ (non-law enforcement)	#
X. OHV Public Safety N/A	T
1. Total OHV LE Contacts ⁹	#
OHV Related Accidents	#
OHV Related Fatalities	#
XI. OSV Public Safety N/A	T
1. Total OSV LE Contacts	#
OSV Related Accidents	#
OSV Related Fatalities	#

XII. OHV Accomplishment Summary: N/A Briefly summarize any and all OHV program accomplishments in the prior year, referencing all funding sources associated with each accomplishment. If you received OHMVR funding,
include any "control language" specified in the grant or cooperative agreement contract.

LAW ENFORCEMENT CONTACTS

(Optional For First Time Applicants)

			(0)	man r o	Thist fille Applicants)																
	In Compliance ¹⁰		In Compliance ¹⁰		In Compliance ¹⁰		In Compliance ¹⁰		In Compliance ¹⁰		In Compliance ¹⁰		Marina 11	Mailing 3	Citations 12		Cold Reports ¹³		41.	Allesis	Total
	0 H V	0 \$ V	0 H V	0 \$ V	0 H V	0 \$ V	O H V	0 \$ V	0 H V	0 S V											
Registration																					
Spark Arrester Noise																					
Resource Damage ¹⁵																					
Trespass (private property)																					
Wilderness Intrusions																					
ATV Certification ATV Helmet																					
ATV Double																					
-Riding Other ¹⁶																					

Project Activity Report Definitions

- **1. Applicant** City, county, appropriate district, nonprofit organization, educational institution, federal agency, or federally recognized Native American tribe.
- **2. Geographic Area** Administrative jurisdiction, such as Ranger District, Field Office or Substation. A separate OHV Data Report must be submitted for each individual geographic area. An additional OHV Data Report totaling <u>all</u> reported geographic areas must also be submitted.
- **3. Open -** Acres of land designated for OHV recreation other than designated routes. If no designated **open** acreage exists within the geographic area, indicate "0."
- 4. Route Includes roads and trails.
- **5. Potential Miles Of Un-Marked Un-Groomed OSV Routes -** Routes that would be available for OSV opportunity when covered with sufficient snow.
- **6. Estimated Value of Volunteer Hours -** Use the hourly rate for a comparable paid position with your organization. Volunteer support expenses are reported in Sections VII or VIII.
- 7. **Visitor Days** Every day or portion thereof that a visitor is engaged in OHV recreation is considered one visitor day. Estimate based on personal observations or counters.
- **8. Visitor Contact** Any non-law enforcement verbal or written communication related to OHV recreation.
- 9. Law Enforcement (LE) Contact A detention or a consensual contact performed by a law enforcement officer or forest protection officer resulting in no action due to compliance, verbal or written warning, citation, or arrest.
- **10.** In Compliance A law enforcement contact where no violations are found.
- **11. Warning** A law enforcement contact in which a written or verbal warning is issued instead of a citation or arrest.
- **12.** Citation A law enforcement contact where a citation or notice to appear is issued.
- **13. Cold Report** Report that occurs after an OHV related incident, and do not result in citation, warning, or arrest.
- **14. Arrest** A law enforcement contact where the violator is taken into custody.
- **15.** Resource Damage Violations Damage to natural or cultural resources, including, but not limited to: CPC 374, CPC 374.3, CPC 384(a) and (c), CVC 38319, CVC 38320(a) and (b), CCR T14 4306(a), 36 CFR 261.9(a) and (c), and 43 CFR 8365.1-5(a)(1).
- **16.** Other OHV related violations not listed such as unsafe speed, alcohol-related contacts, vandalism, no whip/flag, etc. List separately in the empty rows.

EQUIPMENT INVENTORY

(OHV FORM O)

List by district or organizational unit (please fill in all columns)

MAKE	MODEL	YEAR	VIN/ID NO.	MILES	HOURS

APPLICATION PHOTOGRAPH EXAMPLE

(OHV FORM P)

The following example illustrates the required format an applicant should use to present photographs within an application and/or project. There should be no more than two (2) photographs per page. All photographs should be labeled.

PHOTOGRAPH WOULD GO HERE
There should be a label at the bottom of each photograph.
PHOTOGRAPH WOULD GO HERE

There should be a label at the bottom of each photograph.

TRAIL MAINTENANCE PLAN

(OHV FORM Q)

	S TO BE TAINED				Sigi Nee	ning eded			
Name	Number	Type of use ¹	Type of Maintenance work to be performed ²	Maintenance Schedule ³	Number	Type⁴	Equipment to be used ⁵	Type of Labor Force ⁶	Average cost per mile ⁷

What is the average cost per mile of maintenance for the trail.

¹ What type of use does the trail receive. List any and all types (Motorcycle = MC, All-Terrain Vehicle = ATV, Four-Wheel Drive = 4WD, etc).

² What type of maintenance work will occur on the trail (Mechanized or hand tools, and trail conservation related work).

³ How often you maintain the trail (Monthly, Fall & Spring, Annually, Bi-Annually, etc).

⁴ What types of signs are needed on the trail(s) (Trail confidence marker, directional, regulatory, etc).

⁵ What type of equipment will be used to maintain the trail (Trail dozer, mini-excavator, rock rake, etc)

⁶ What type of labor force are you using (Permanent agency staff, seasonal, contracts, California Conservation Crew, volunteers, etc)

OHV FORM R

PROJECT AGREEMENT GENERAL PROVISIONS (Local Agencies Only)

General Provisions

A. Definitions

- 1. The term "State" as used herein means the California State Department of Parks and Recreation.
- 2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
- 3. The term "Project" as used herein means the project which is described on page 1 of this agreement and in the project application, which is hereby incorporated into this agreement by reference.
- 4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or grant program, which is incorporated into this agreement by reference.
- 5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
- 6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of grant funds in the state budget, the State hereby awards to the Grantee the sum of money (grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of the Project on page 1 of the project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the project as described. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval. State's obligation to make grant payments is limited to the project as provided for herein, or as modified with the approval of the State.

- 2. The Grantee agrees to complete the Project in accordance with the project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
- 3. If the project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

- 4. Prior to the commencement of any work, the Grantee agrees to submit any deviations from, or modifications or alterations to the Project representing more than 5% of the total grant amount to the State for prior approval.
- 5. If the project includes acquisition of real property, and the cost of which is to be reimbursed with grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the grant funds provided by this agreement.
- 6. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable project costs or the State grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. Grantee, upon a showing that the project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

- The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final expenditures.
- 2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.
- 3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
- 4. The Grantee may be provided advanced payments for grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant (plus interest) shall be returned to the State within sixty (60) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Grantee, but before use for OHV recreation, must be used by the Grantee for recreational purposes at the Project.

5. Any single piece of equipment purchased (equal to or greater than \$50,000) with at least ½ of the purchased cost paid from OHV funds shall be used for OHV Programs during the normal life of the equipment and then be returned to the State for disposal or surplus sale by the State. Notification of Off–Highway Motor Vehicle Recreation (OHMVR) Headquarters that a piece of equipment has become eligible for surplus status is the responsibility of the "grantee".

E. Project Termination

- 1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
- 2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
- 3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

- 1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
- 2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.
- 3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
- 4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

The grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

1.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

- The property acquired or developed with grant moneys under this agreement shall be used by the Grantee only for the
 purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by
 specific act of the Legislature.
- 2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
- Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

- 1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
- The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
- All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law.

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the project funded by this agreement is located. If the project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the project is located.

OHV FORM S

PROJECT AGREEMENT GENERAL PROVISIONS (All Federal Agencies)

General Provisions

A. Definitions

- 1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
- 2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
- 3. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or grant program, which is hereby incorporated into this agreement by this reference.
- 4. The term "Project" as used herein means the project which is described on page 1 of this agreement and in the project application, which is hereby incorporated into this agreement by reference.
- 5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
- 6. The term "Federal Agency" as used herein means the unit of Federal Government named on page 1 of this agreement as the Federal Agency.

B. Project Execution

1. Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Federal Agency a sum of money not to exceed the amount stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Federal Agency agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.

The Federal Agency agrees to furnish any additional funds that may be necessary to complete the project. Any modification or alteration of the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.

- 2. The Federal Agency agrees to execute and complete the Project in accordance with the project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
- 3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Federal Agency proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State the State shall have no obligations to make grant payments for the work or any construction which is commenced.
- 4. The Federal Agency shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Federal Agency shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.
- 5. The Federal Agency shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
- 6. If the Project includes acquisition of real property, the acquisition shall be in accordance with the terms of the Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement and the Federal Agency agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq., to the extent it may be applicable and all other applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.

- 7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Federal Agency or other public lands within California.
- 8. Nothing herein shall be construed as obligating either party here to expend or as involving either party in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
- 9. No member of, or Delegate to Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
- 10. The Federal Agency and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express or implied to bind the other party to any obligation except as may be authorized by this agreement.
- 11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Federal Agency, but shall remain available for off-highway vehicle use in accordance with the Federal Agency Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations and the Application.

C. Project Costs

The moneys to be provided to the Federal Agency under this Project Cooperative Agreement shall be disbursed as follows:

- If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse Federal Agency funds as follow, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this project agreement, whichever is less.
 - State will disburse to the Federal Agency to be deposited immediately into escrow the sum of purchase price if within the maximum value indicated in the Federal Agency Project Plan and State approved costs of acquisition.
- 2. If the Project includes development, after approval by State of the Federal Agency's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to the Federal Agency upon receipt and approval by State of a statement of incurred costs from the Federal Agency the amount of such approved incurred costs shown on such statement, not to exceed the State funds amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of plans, specifications and estimates from the Federal Agency.

The statements to be submitted by Federal Agency shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account Schedule. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

- The Federal Agency shall promptly submit such progress, performance or other reports concerning the status of work
 performed on the Project as the State may request. In any event, the Federal Agency shall provide the State a report
 showing total final Project expenditures including State and all other moneys expended within sixty (60) days after
 completion of Project.
- 2. The Federal Agency shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
- 3. The Federal Agency may be provided advanced payments for grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance upon a showing by the Federal Agency that the project may not proceed in the absence of advance payment. The Federal Agency shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to the Federal Agency shall remain property of the State until expended for project purposes.
- 4. The Federal Agency shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State.

- 5. If cooperative agreement moneys are advanced, and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within sixty (60) days of completion of the Project or end of the project performance period, whichever is earlier.
- 6. The Federal Agency will, provide and maintain a sign on the Project site that includes wording identifying the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).
- 7. Any single piece of equipment purchased (equal to or greater than \$50,000) with at least ½ of the purchased cost paid from OHV funds shall be used for OHV Programs during the normal life of the equipment and then be returned to the State for disposal or surplus sale by the State. Notification to the Off-Highway Motor Vehicle Recreation (OHMVR) Division Headquarters that a piece of equipment has become eligible for surplus status is the responsibility of the Federal Agency.

E. Project Termination

- 1. The Federal Agency may unilaterally rescind this Project Cooperative Agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing. A Project shall be deemed commenced when the Federal Agency makes any expenditure, receives an advance of cooperative agreement moneys or incurs any obligation with respect to the Project.
- 2. Failure by the Federal Agency to comply with the terms of this Project Cooperative Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
- 3. Failure of the Federal Agency to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Federal Agency to avoid, mitigate, or remedy such default.

F. Indemnification

- The United States shall be liable, to the extend allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
- 2. The State of California shall be liable, to the extend allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

G. Financial Records

- 1. The Federal Agency shall maintain and make available for inspection by the State at reasonable times all financial accounts, documents, and records for three (3) years from the expiration date of the project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
 - During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.
- 2. The Federal Agency may use any generally accepted accounting system provided such system meets the minimum requirements of Federal Management Circular 74 4 and Office of Management and Budget Circular A 102.

H. Use of Facilities

- 1. The property acquired or developed with cooperative agreement moneys under this Project Cooperative Agreement shall be used by the Federal Agency only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
- 2. The Federal Agency shall without cost to the State, except as may be otherwise provided in this or other agreement with the State, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and related regulations, The Application, and other applicable provisions of law.
- 3. Use of the Project facilities shall comply with all applicable law including, but not limited to the registrations of all day-use vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

- 1. The Federal Agency shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
- 2. The Federal Agency shall not discriminate against any person on the basis of residence except to the extent the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
- 3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

J. Application Incorporation

The application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

K. Severability

If any provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the UnIted States.

PAYMENT REQUEST OHV Grant Program State of California – The Resources Agency

Complete the following with the information from your Project Agreement (do not combine 2 or more projects on 1 request). NUMBER:_____ CONTRACT No.: _____ PCA:____ STATUTES:____ TITLE: VENDOR ID: ____ APPLICANT: GRANT/ COOPERATIVE AGREEMENT AMOUNT: \$_____ Payment Request Number: FINAL (Check if FINAL) 2. Invoice Number/Bill for Collection Number: 3. Request Type (Check one) Reimbursement Advance (a project action plan must be attached). Grant Type (check one): Acquisition Development Equipment FO&M Law Enforcement | OHV Safety/Education Planning Res. Mgmt Restoration Studies Trail Maint., Trail Conservation, & Trail Reroute 4. Total project expenditures to date (reimbursement) and /or planned expenditures (advance). Conservation Restoration Enforcement Admin Facilities Other \$____ Personnel <u>\$_____</u> Contract Services\$ \$ \$ \$ \$ \$ _____ \$____ \$____ Equipment Other TOTAL (a) Con., Rest, & Enf. (b) Admin, Facility & Other 5. Payment Request Information: a. Total Grant Amount b. Grant Funds Received to Date ____ c. Current Amount Available(5a-5b)____ d. AMOUNT OF THIS REQUEST (a) (b) e. Remaining Grant Funds (5c-5d) \$ Total of this Request (5d (a & b)) Make Warrant Payable to: 6. Street/PO Box City State & Zip 7. **CERTIFICATION:** I certify that the above mentioned information is correct and that all funds received have or will be expended in accordance with the conditions set forth by the State and with the final payments I have included the required summary of costs. GRANTEE DATE SIGNED (Authorized Representative) 8. STATE APPROVAL: DATE Return ONE completed and signed ORIGINAL of this form to: California Department of Parks & Recreation Off-Highway Motor Vehicle Recreation Division Attention: OHV Grant Section Post Office Box 942896 DPR 364 Revised (2/2005) Sacramento, CA 94296-0001

OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR) DIVISION
GRANT AND COOPERATIVE AGREEMENT APPLICATION INSTRUCTIONS (APPENDIX A)